

1.0 REQUEST FOR PROPOSAL

1.1 INTRODUCTION

The purpose of this Request for Proposal (RFP) is to solicit Halon 1211 and 1301 reclamation service for the Ozone Depleting Substances (ODS) Reserve Program Office located in Richmond.

The solicitation is organized into sections as follows:

- **Section 1** contains contracting information. Special provisions, terms and conditions are stated in this section.
- **Section 2** provides the Performance Work Statement. It includes the objectives for the acquisition and states the performance and technical requirements.
- **Section 3** provides instructions for submittal of proposals and defines what is required in this submission.
- **Section 4** provides evaluation criteria that will be the basis for award.

Contractors are cautioned that all applicable provisions, terms and conditions associated with this Solicitation will apply to the resultant order.

1.2 COMMERCIAL SERVICES REQUIREMENT

This is a commercial service acquisition in accordance with the regulatory authority of the Federal Acquisition Regulation (FAR) Part 12. The solicitation will be issued using Source Selection Process in accordance with FAR Subpart 15.1. This requirement is unrestricted procurement. NAICS Code 325120 (small business size 1000 employees) applies to this acquisition.

1.2.1 Indefinite Quantity Contract (IQC)

The intent of this RFP is to award a firm fixed priced Indefinite Quantity Contract (IQC) for a base year of 12 months and four twelve month option periods.

The requirement will have a minimum order quantity and a maximum order quantity for each line item as indicated in the CLIN Schedule below per FAR 52.216-19 Order Limitations. Total of all task orders combined will not exceed the total ceiling of \$3,435,256.60 for 60 months. Funding will be provided per individual task order from the requiring activity. The Contracting Officer will be responsible for tracking the dollars associated with the individual task orders in order to not exceed the ceiling. When the max order per year is met, the next option period will be exercised.

Delivery Order Limitations:

Separate delivery orders will be issued for the processing of Halon 1211 and Halon 1301. The actual quantities of the various size cylinders/fire extinguishers specified on the individual delivery orders to be processed under each performance period may vary from the estimated annual quantities.

The following quantities/values are applicable to the base period and all option periods:

L/I 0001:

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Guaranteed Minimum Quantity for Base Period: The required number of cylinders/fire extinguishers to yield the L/I 0002 Guaranteed Minimum Quantity for the Base Period: Halon 1211 - 20 CY and Halon 1301 - 22 CY

Maximum Annual Contract Quantity: Halon 1211 – 2,050 EA and Halon 1301-3,050 EA
Estimated Annual Demand Quantity: Halon 1211 - 1,640 EA and Halon 1301 - 2,440 EA

Minimum Delivery Order Quantity: Not less than the required number of cylinders/fire extinguishers to yield the L/I 0002 Minimum Delivery Order Quantity: Halon 1211 - 20 CY and Halon 1301 - 22 CY and not less than a standard truckload shipment.

Maximum Delivery Order Quantity: Halon 1211 – 2,050 EA and Halon 1301-3,050 EA

L/I 0002:

Guaranteed Minimum Quantity for Base Period: Halon 1211 - 20 CY and Halon 1301 - 22 CY

Maximum Annual Contract Quantity: Halon 1211 - 150 CY and Halon 1301 - 185 CY
Estimated Annual Demand Quantity: Halon 1211 - 120 CY and Halon 1301 - 150 CY

Minimum Delivery Order Quantity: Halon 1211 - 20 CY and Halon 1301 - 22 CY

Maximum Delivery Order Quantity: Halon 1211 - 120 CY and Halon 1301 - 150 CY

L/I 0003:

Guaranteed Minimum Quantity for Base Period: Not applicable

Maximum Annual Contract Quantity: Halon 1211 - 385 CY and Halon 1301 - 515 CY
Estimated Annual Demand Quantity: Halon 1211 - 310 CY and Halon 1301 - 410 CY

Minimum Delivery Order Quantity: Not applicable

Maximum Delivery Order Quantity: Halon 1211 - 310 CY and Halon 1301 - 410 CY

1.3 PRICING

1.3.1 Pricing Mechanisms

Pricing mechanism to be used is Firm-Fixed Price (FFP) Indefinite Quantity Contract (IQC) for a base year of 12 months and four twelve month option periods.

1.3.2 Pricing and Performance Period

The period of performance will be a base period of twelve (12) months from date of award, with four (4) 12-month option periods. The estimated start date for any contract resulting from this solicitation is **September 1, 2014**. Contractors should use this date for the development of their pricing proposals.

The Contractors are to provide firm-fixed pricing for the period of three (5) years to equal a total price. While firm-fixed pricing is being used, the Contractor will also provide a breakdown of the items/service.

1.4 AWARD

1.4.1 Award without Discussion

The Government intends to evaluate proposals and make award without discussions. Proposals should contain the firm's best terms within the proposed technical and business approach, and should address all evaluation factors. Additionally, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be necessary. If a negotiation range is established, the Government may limit the number of proposals in the negotiation range to the greatest number that will permit an efficient competition among the most highly rated proposals.

1.4.2 No Award

The Government reserves the right not to make an award as a result of this solicitation if such award is determined contrary to the best interest of the Government.

1.5 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION

In order to maintain its business relationships with industry and to avoid costly litigation, DLA is committed to promoting the use of Alternative Dispute Resolution (ADR) techniques, especially mediation. ADR is a voluntary process whereby a neutral third party assists the parties in resolving a dispute. DLA invites contractors to join DLA in agreeing to use their best efforts to resolve any pre-award or post award dispute that may arise from this solicitation, and any subsequent award, without litigation. If unassisted negotiations are unsuccessful, the parties agree to use ADR techniques in an attempt to resolve the dispute. Likewise, the parties agree that formal protest procedures or litigation will only be considered as a last resort, such as when ADR is unsuccessful or when ADR has been documented to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

1.6 SCOPE OF CONTRACT

The Contractor shall provide transportation and reclamation service for Halon 1211 and 1301 as defined in the Performance Work Statement (PWS).

1.6.1 Current Contract Issued By:

Defense Logistics Agency
DLA Contracting Services Office
8000 Jefferson Davis Highway
Richmond, VA 23297

1.7 PARTICIPATION SCHEDULE

The period of the solicitation is as follows:

Issue Solicitation	<u>May 22, 2014</u>
Closing Date of Solicitation	<u>June 23, 2014</u>

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	5:00 PM EST
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1.8 POINTS OF CONTACT

Any technical questions, requests for clarification or requests for data in connection with this solicitation **must be submitted in writing** and shall be directed to the Contract Specialist listed below:

Mrs. Heesun Redmond
Comm. Phone: (804) 279-2921 / Fax: (804) 279-3246
Email: Heesun.Redmond@dla.mil

The Contracting Officer for this procurement is Mrs. Emma W. Pfeiffer, who may be reached by phone at (804) 279-2626 or via e-mail at Emma.Pfeiffer@dla.mil.

1.9 INVOICING INSTRUCTIONS

Invoices must be submitted to the Government Representative who will be appointed at time of award.

1.10 SUBMISSION OF PROPOSALS

All proposals must be delivered to the address listed below. In addition to hard copies, submission of “read-only” electronic copy of pricing proposal only will be required via email. Omission of electronic OR hard copy proposals will be considered late and will NOT be evaluated. Faxed copies will not be accepted. All submissions must be received by the closing date and time stated in the solicitation.

Mail: Defense Logistics Agency
DLA Contracting Services Office
ATTN: Mrs. Heesun Redmond
8000 Jefferson Davis Highway, Bldg. 193, Cube 36A
Richmond, Virginia 23297-5441
Email: Heesun.Redmond@dla.mil

The Government will process late submissions of proposals in accordance with FAR 52.215-1. If a proposal is received late and is not eligible for consideration in accordance with FAR 52.215-1 and Alternate I, then the Government will reject that proposal without evaluation.

2.0 PERFORMANCE WORK STATEMENT

May 14, 2014

2.1 BACKGROUND

This solicitation may result in an Indefinite Quantity Contract for the reclamation of Halon 1211 and Halon 1301 for support of the Defense Reserve of Ozone Depleting Substances (ODS). The proposed contact will contain a base period and four (4) option periods. Individual delivery orders will be issued against the proposed contract and will specify the types, sizes and quantities of cylinder/fire extinguishers to be processed. Separate delivery orders will be issued for the processing of Halon 1211 and Halon 1301.

2.2 SCOPE

This is a performance work statement (PWS) and the contractor shall provide all services and materials in accordance with all requirements specified in this PWS and the solicitation. The contractor shall make all shipping arrangements and shall be responsible for all shipping costs associated with the pick-up of the fire extinguishers/cylinders from the Defense Depot Richmond VA (DDRV) and the return shipment of the cylinders to DDRV. The Government will provide resources to load and unload the contractor's trucks at DDRV. All work except the loading and unloading of trucks at DDRV, shall be performed at the contractor's facility or at one of the laboratories specified for the testing of the reclaimed Halon 1211 and Halon 1301. Individual delivery orders will be structured in the following format:

L/I 0001: Transportation of the fire extinguishers/cylinders from DDRV, perform weighing, recovering, sampling, testing and reporting.

L/I 0002: Reclamation of the Halon, refurbishment and re-qualification of all the cylinders being filled, sampling, testing, packaging, preparation for delivery and transportation of the filled cylinders to DDRV.

L/I 0003: Transportation of empty re-usable Government owned cylinders and any failed purity cylinders to DDRV.

The required delivery date for all line items on each individual delivery will be 300 days from the award date specified on each delivery order.

2.3 SPECIFIC TASKS

DESCRIPTION OF WORK TO BE PERFORMED:

L/I 0001: Transportation of the fire extinguishers/cylinders from DDRV, perform weighing, recovering, sampling, testing and reporting.

The Contractor will be required to take possession and transport to his facility the quantities of fire extinguishers/cylinders and the empty Government furnished 1,000 lb. water capacity cylinders for packaging of the reclaimed Halon as specified on the individual delivery orders.

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The Contractor is required to coordinate the pickup of all fire extinguishers and cylinders by contacting the ODS Reserve Program Office at least two weeks in advance for all pick-ups. Fire extinguishers ranging from 1 to 20 lbs. will be palletized in tri-wall containers. All other cylinders will be palletized with the exception of some of the Halon 1211 flight line fire extinguishers. None of the 1,000 lb. water capacity cylinders will be palletized; they have built in stirrups for forklift pick up. The Government will provide resources to load and unload trucks at DDRV.

The Government will assign a number to each pallet of fire extinguishers/cylinders, each flight line fire extinguisher that is not palletized, and each 1,000 lb. water capacity cylinder. The Contractor shall visually inspect the tag on each fire extinguisher to make sure the fire extinguisher does not contain a chemical other than Halon 1211 or Halon 1301. The Contractor shall use these Government assigned pallet numbers for reporting purposes. The Contractor shall recover the Halon from all of the fire extinguishers and cylinders drawing a vacuum to EPA standards for an empty cylinder. All purged non-condensable vapors shall be captured and condensed/recovered so final release of vapor is no greater than 1% CFC.

As the Contractor recovers the Halon from all fire extinguishers/cylinders, the Contractor shall provide the Government with Pallet Weight Computations Reports in an electronic format utilizing a format that is compatible with Microsoft Excel 2010 version. A sample copy of this report is shown as attachment 1 to this performance work statement. The Contractor must maintain pallet integrity for each pallet of fire extinguishers/cylinders by placing the empty fire extinguishers/cylinders back on the pallet and by writing the weight of the pallet containing the empty fire extinguishers/cylinders on that pallet after the Halon has been recovered. The Contractor shall keep these pallets of empty fire extinguishers/cylinders until the Government provides disposition instructions. The Contractor shall segregate any fire extinguishers that contain a chemical other than Halon 1211 or Halon 1301 and record that information for the applicable pallet to include the number of fire extinguishers and the corresponding weight (Attch. 1). Any cylinders found not meeting purity requirements, shall also be reported at this time. The contractor must account for all product, dunnage, and waste picked up from DDRV. The contractor must submit a complete Pallet Weight Computations Report (Attch. 1) for each truck shipment of fire extinguishers/cylinders picked up. The contractor must also sample each batch of Halon recovered from each truck shipment of fire extinguishers/cylinders picked up, test for purity and cross contamination and report findings before payment will be authorized. The Government will provide disposition instructions for each pallet of empty fire extinguishers/cylinders within 3 days after receiving the Pallet Weight Computations Report in an electronic format. Disposition will include separation to consolidate empty re-usable Government owned cylinders for return to DDRV, return of any failed purity cylinders, and disposal of empty fire extinguishers and commercial cylinders.

The Contractor shall also account for any residual Halon contained in the Government furnished 1,000 lb. water capacity cylinders used for the packaging of the reclaimed Halon.

By submission of an offer under this proposed contract, the Contractor agrees to allow the Government access to the Contractor's facility to perform an actual audit of the information provided in any given report.

The individuals designated to receive electronic reports under this proposed contract will be specified by the Contracting Officer's Representative (COR) when the individual delivery orders have been issued.

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L/I 0002: Reclamation of the Halon, refurbishment and re-qualification of all the cylinders being filled, sampling, testing, packaging, preparation for delivery and transportation of the filled cylinders to DDRV.

All Halon 1211 shall be reclaimed to meet current MIL-B-38741 standards and all Halon 1301 shall be reclaimed to meet current ASTM D 5632, Type II standards. The Contractor shall package the reclaimed Halon in the Government furnished 1,000 lb. water capacity cylinders. Prior to filling each cylinder, the Contractor shall refurbish and re-qualify all cylinders by a DOT certified facility. The Contractor shall perform a complete internal inspection on all cylinders to insure cylinders are free of contamination and corrosion. The Contractor shall also insure all the cylinders are leak free and prior to filling shall remove all threaded connections and apply Teflon tape only to the threads in accordance with Government practice. No pipe dope is to be used on threads.

All Halon 1211 cylinders shall be filled with 1,500 lbs. of reclaimed product, with a plus 5 lb. quantity variance allowed on each cylinder. All Halon 1211 cylinders shall be marked in accordance with the latest revision of MIL-STD-129, utilizing NSN 6830-01-219-8529.

All Halon 1301 cylinders shall be filled with 1,240 lbs. of reclaimed product, with a plus 5 lb. quantity variance allowed on each cylinder. All Halon 1301 cylinders shall be marked in accordance with the latest revision of MIL-STD-129, utilizing NSN 6830-01-392-5017.

Independent third party testing shall be performed on each cylinder of reclaimed Halon by one of the following approved labs: National Refrigerants, Intertek Testing Services, Hudson Technologies or Remtec International, Inc. Copies of the test report shall be attached to each cylinder in a waterproof envelope and copies shall also be submitted to the Contracting Officer's Representative when the DD-250 is submitted for payment.

The Government will only accept cylinders that pass lab certification testing, that are leak-free and that are marked correctly. The contractor may be required to bear the expense of recovery of product from leaking cylinders. The Contractor shall account for all waste products and will be responsible for disposal of all waste products after review by the individuals designated to receive electronic reports in the ODS Reserve Program Office. The Contractor will be responsible for the return shipment of all cylinders filled with the reclaimed product to DDRV. Any cylinders not meeting purity requirements shall be returned in accordance with the instructions provided under L/I 0003 of this performance work statement, with a copy of the test report attached to the cylinder in a waterproof envelope. The Government will provide the resources for unloading at DDRV.

The Contractor shall ship all cylinders containing the reclaimed Halon to the following address:

Defense Depot Richmond, VA
SW0400 ODS Cylinder Operations
Open Shed 4
Richmond, VA 23297-5900

Carriers will be required to make an appointment at least 24 hours prior to delivery. Delivery should be scheduled between 8:00 A.M. and 12:00 Noon, Monday through Thursday, excluding holidays. Appointments will need to be scheduled using the Carrier Appointment System (CAS). CAS is a Department of Defense web based application. Users will need to register for CAS access at the following URL:

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<https://eta.sddc.army.mil>

Transportation Service Provider (TSP) users will require an External Certificate Authority (ECA) prior to registering for access to CAS. This process may take several weeks. Users can get information on how to obtain an ECA by going to the ETA homepage (<https://eta.sddc.army.mil>) and selecting "PKI Information" under "Help" from the task bar. Then select "ECA Instructions" under PKI Guides.

Users can also call the System Response Center (SRC) at 1-800-462-2176 for additional information on ECAs or digital certificates.

Please contact Mitch Conley (618) 220-5475 for information on CAS or to schedule a CAS overview once you have a CAS account.

Please contact Ruben Bryant, Transportation Officer at DDRV (804) 279-2391 for questions concerning the use of CAS at DLA Distribution Richmond VA (DDRV-TEAM OLGOONIK).

Carriers making deliveries will use only Gate 13, located off State Route 150, Chippenham Parkway, 1/4 mile west of U.S. Highway 1 and 301, Strathmore Road/DDRV/DSCR Exit, between 8:00 AM and 12:00 Noon, Monday through Thursday, excluding holidays.

Note: In addition, the contractor shall coordinate the delivery of all cylinders with the designated ODS Reserve point of contact. The Government point of contacts for coordination of all fire extinguishers and cylinders pick-ups will be specified by Contracting Officer's Representative after the individual delivery orders have been issued.

Line Item 0003: Transportation of empty re-usable Government owned cylinders and any failed purity cylinders to DDRV.

The Contractor shall return all empty Government owned reusable cylinders and any failed purity cylinders to the following address:

Defense Depot Richmond, VA
SW0400 ODS Cylinder Operations
Open Shed 6
Richmond, VA 23297-5900

Carriers will be required to make an appointment at least 24 hours prior to delivery. Delivery should be scheduled between 8:00 A.M. and 12:00 Noon, Monday through Thursday, excluding holidays. Appointments will need to be scheduled using the Carrier Appointment System (CAS). CAS is a Department of Defense web based application. Users will need to register for CAS access at the following URL:
<https://eta.sddc.army.mil>

Transportation Service Provider (TSP) users will require an External Certificate Authority (ECA) prior to registering for access to CAS. This process may take several weeks. Users can get information on how to obtain an ECA by going to the ETA homepage (<https://eta.sddc.army.mil>) and selecting "PKI Information" under "Help" from the task bar. Then select "ECA Instructions" under PKI Guides.

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Users can also call the System Response Center (SRC) at 1-800-462-2176 for additional information on ECAs or digital certificates.

Please contact Mitch Conley (618) 220-5475 for information on CAS or to schedule a CAS overview once you have a CAS account.

Please contact Ruben Bryant, Transportation Officer at DDRV (804) 279-2391 for questions concerning the use of CAS at DLA Distribution Richmond VA (DDRV-TEAM OLGOONIK).

Carriers making deliveries will use only Gate 13, located off State Route 150, Chippenham Parkway, 1/4 mile west of U.S. Highway 1 and 301, Strathmore Road/DDRV/DSCR Exit, between 8:00 AM and 12:00 Noon, Monday through Thursday, excluding holidays.

Note: In addition, the contractor shall coordinate the delivery of all cylinders with the designated ODS Reserve point of contact. The Government point of contacts for coordination of all fire extinguishers and cylinders pick-ups will be specified by Contracting Officer's Representative after the individual delivery orders have been issued.

Halon 1211 Empty Cylinders

The Contractor shall return all empty Government owned reusable cylinders, palletized, banded with safety caps attached, marked with the latest revision of MIL-STD-129, C/C F, utilizing the following NSN's and instructions:

<u>Description/Size of Cylinder</u>	<u>NSN</u>	<u>Quantity</u>
Halon 1211, Yellow top, 1,000 lb. water capacity	8120-01-356-1249	No palletization required
Halon 1211, Red, 240 psi, 1,000 lb. water capacity	8120-01-219-2237	No palletization required
Halon 1211, Red, 300 psi, 1,000 lb. water capacity	8120-01-396-2165	No palletization required
Halon 1211, Yellow top, 122 lb. water capacity	8120-00-356-1248	12 per pallet
Halon 1211, Red 122 lb. water capacity	8120-01-337-2899	12 per pallet

Halon 1211 Failed Purity Cylinders

The Contractor shall return any failed purity cylinders (with a copy of the test report attached in a waterproof envelope, if available), label the cylinder as failed purity product and mark the cylinder with the latest revision of MIL-STD-129, C/C F, utilizing the following NSN's and instructions:

<u>Description/Size of Cylinder</u>	<u>NSN</u>	<u>Quantity</u>
Halon 1211, reusable, Govt.	6830-01-356-1211	No palletization required

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owned, 1,000 lb. water capacity

Halon 1211, reusable, Govt. owned, 122 lb. water capacity	6830-01-356-1209	12 per pallet
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*Contact the COR for return instructions for any commercial disposable cylinders not meeting purity requirements.

Halon 1301 Empty Cylinders

<u>Description/Size of Cylinder</u>	<u>NSN</u>	<u>Quantity</u>
Halon 1301, Yellow top, 1000 lb. water capacity	8120-01-356-5962	(No palletization required)
Halon 1301, Red w/stripes 1000 lb. water capacity	8120-01-356-5961	(No palletization required)
Halon 1301, Yellow top, 122 lb. water capacity, (12" X 36")	8120-01-356-5963	12 per pallet
Halon 1301, Red w/stripes 122 lb. water capacity, (12" X 36")	8120-00-531-8193	12 per pallet
Halon 1301, Yellow top 95 lb. water capacity, (10" X 49")	8120-01-371-0533	16 per pallet

Halon 1301 Failed Purity Cylinders

The Contractor shall return any failed purity cylinders (with a copy of the test report attached in a waterproof envelope, if available), label the cylinder as failed purity product and mark the cylinder with the latest revision of MIL-STD-129, C/C F, utilizing the following NSN's and instructions:

<u>Description/Size of Cylinder</u>	<u>NSN</u>	<u>Quantity</u>
Halon 1301, reusable, Govt. owned, 1,000 lb. water capacity	6830-01-356-5958	No palletization required
Halon 1301, reusable, Govt. owned, 122 lb. water capacity, (12" X 36")	6830-01-376-8399	12 per pallet
Halon 1301, reusable, Govt. owned, 95 lb. water capacity, (10" X 49")	6830-01-376-8398	16 per pallet

*Contact the Government Representative for return instructions for any commercial disposable cylinders not meeting purity requirements.

DELIVERY SCHEDULE:

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The required delivery date for all line items on each individual delivery will be 300 days from the award date specified on each delivery order.

INSPECTION AND ACCEPTANCE:

Inspection and acceptance of all line items shall take place at destination.

PAYMENT:

Invoices are to be submitted through Wide Area Workflow (WAWF) in accordance with DFARS Clause 252.232-7003. Additional requirements for each invoice submission are shown below.

L/I 0001:

The DD-250, the complete Pallet Weight Computations Report (Attch. 1) and the purity results for each batch of recovered Halon from each truck shipment of fire extinguishers/cylinders picked up shall be submitted via email to the following address:

Email: Alexander.Stuart@dla.mil

L/I 0002

The DD-250 and a copy of the test report for each of the reclaimed cylinders of Halon shall be sent via email or common carrier to the following address:

Email: Alexander.Stuart@dla.mil

DLA Aviation Richmond
Attn: DLA AVN-VO (Alexander Stuart)
8000 Jefferson Davis Hwy.
Richmond VA 23297-5100

Line Item 0003:

The DD-250 that shows the NSN and quantity of cylinders being returned shall be sent via email or common carrier to the address specified for Line Item 0002.

2.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

In fulfillment of this effort, the Contractor shall provide the deliverables identified in Table 1. All deliverables shall be submitted to the Government Representative unless otherwise agreed upon. Unless otherwise specified the Government will have a maximum of ten (10) business days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, approve or disapprove the deliverables. The contractor will have a maximum of ten (10) business days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be business days unless otherwise specified.

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the Government Representative. The format for the individual deliverables will be determined through consultation between the Government

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Representative and the contractor. Products that reflect the contractor's analysis and opinion (e.g. studies or analyses) may be in contractor format. All documents will be provided in either hard copy or electronically as requested by the Government Representative. Electronic documents will be provided in the appropriate Microsoft Office format (e.g. Word or PowerPoint). If appropriate, the Government may ask that they be provided in compressed or PDF format.

2.4.1 Performance Measurement For specific tasks identified in 2.3, the agreed to completion date will be based on the estimates provided by the Government Representative. Progress will be tracked based on the milestone event of Contractor receiving tasking from the Government Representative. Performance evaluation will be based on the complexity and completion of the tasking. The number of completed actions will be balanced against the quality of this output. It is expected that the contractor produced documentation and procedures will comply with all major regulatory and process requirements and agency policies and procedures. Receipt and completion of taskings are tracked through email between the Government Representative and the contractor team lead.

The tasks the contractor shall perform are defined in section 2.3. Additional information about the deliverables produced from the identified tasks is listed in Table 1. The standard set for all tasks is 100% Satisfactory Completion, and 100% Government Representative Inspection is the surveillance method which will be utilized. This information is detailed in Table 2. The incentive for all tasks will be pursuant to a performance measurement that ties performance goals and acceptable quality levels to an overall monthly Performance Rating of Good, Fair, Poor or Unacceptable. Performance measurement is further defined in section 2.4.4.

2.4.2 Inspection and Acceptance Criteria Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the Government Representative.

2.4.3 Surveillance Schedule. Specific surveillance schedules for tasks can be found in Table 2.

The surveillance staff has two components:

CONTRACTING OFFICER: The primary function of the Contracting Officer, with regard to the surveillance activity, is to authorize changes to the PWS. The Contracting Officer is responsible for ensuring the completion of all work in accordance with the PWS, and the QASP provides a means to accomplish this. The Contracting Officer will rely on the Government Representative to provide information and recommendations.

Government Representative: The Government Representative's responsibility is to monitor and inspect, report, and make recommendations to the Contracting Officer regarding the quality of Contractor work performed or not performed.

2.4.4. Performance Standards and Payments

Performance measurement progress will be tracked based on the milestone event of the Contractor receiving tasking from the Government Representative. Performance evaluation will be based on the complexity and completion of the tasking. The number of completed actions will be balanced against the quality of this output. It is expected that the Contractor produced documentation and procedures will comply with all major regulatory and process requirements and agency policies and

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procedures. Receipt and completion of tasking is tracked through email between the Government Representative and the Contractor team lead.

Below are the Performance Standards that will be used in evaluating performance on a monthly basis and in determining the amount of the payment owed to the contractor.

Performance standards and ratings are designed to determine if performance exceeds, meets, or does not meet a given metric and acceptable quality level. Note: The application of these performance ratings or failure of the Government to apply these performance ratings does not waive any of the Government's rights to damages under this contract. The following ratings shall be used:

Good – Performance meets or exceeds contract requirements in terms of timeliness and quality. Government Representative will make a determination to pay the contract 100% of the invoice amount.
Fair – Performance meets contract requirements with only minor issues and the issues do not adversely impact the mission of the Agency. Performance is satisfactory and has been timely. The Government Representative will make a determination to pay the contractor 95% of the invoice amount.
Poor – Performance narrowly meets contract requirements and borders on unacceptability in terms of timeliness and/or quality or performance may have an adverse impact on the mission of the Agency. The Government Representative will make a determination to pay the contractor 80% of the invoice amount.
Unacceptable – Performance has been at a less than acceptable level in terms of timeliness or quality. Possible issues include, but are not limited to: missed milestones, low quality documents requiring multiple reviews and rewrites, significant or serious complaints submitted by the customers, documents that do not comply with acquisition or policy regulations, or one or more cure notices have been issued. Payment will be withheld pending resolution of cure notice(s). Termination for default or cause may result.

The performance will be rated each month by the Government Representative. These findings will be the basis for the amount paid for that month. The ratings, as described in the table above, will be based on the performance of the contractor on the timeliness and quality of the services provided using the rating scale for each criterion as shown below.

Timeliness	
Acceptable	Meets or exceeds contract requirements in terms of timeliness of delivery.
Unacceptable	Contractor failed to meet the timeliness requirements. Possible issues include, but are not limited to; one or more deliverables not submitted on time or missed milestones. One or more cure notices may have been issued by the Contracting Officer.
Quality	

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Good	Meets or exceeds contract requirements in terms of quality of work performed.
Fair	Performance meets contract requirements with only minor issues and the issues do not adversely impact the mission of the Agency.
Poor	Performance narrowly meets contract requirements and borders on unacceptability in terms of quality or adverse impact on the mission of the Agency is possible.
Unacceptable	Quality of performance has been at a less than acceptable level. Possible issues include, but are not limited to: low quality documents requiring multiple reviews and rewrites, significant or serious complaints submitted by the customers, documents that did not comply with acquisition or policy regulations or one or more cure notices have been issued by the Contracting Officer.

Performance below the acceptable quality level specified in Table 2 will result in consideration for termination of the contract.

TABLE 1: DELIVERABLES

Table 1 identifies Deliverables associated with Section 2.3 – Specific Tasks.

<u>REF</u>	<u>TASK</u>	<u>DELIVERABLE</u>	<u>SCHEDULE</u>	<u>TRANSMITTAL</u>
Perf Req Sec of PWS	Prepare and submit Quality Control Plan.	Quality Control Plan	14 days from date of contract award	Send via email to the Govt Rep and Contracting Officer.
L/I 0001	Pick up fire extinguishers/cylinders and perform weighing, recovering, sampling, testing and reporting.	Provide Excel spreadsheets (Attch. 1) and purity results for each batch of recovered Halon as specified in the PWS.	300 days from date of contract award	Send Excel spreadsheets (Attch. 1) and purity results for each batch of recovered Halon via email to the Govt Rep.
L/I 0002	Perform Halon reclamation, refurbish and re-qualify cylinders, fill, test, mark, and ship cylinders to DDRV. Send lab report for each filled cylinder.	Ship filled cylinders containing reclaimed Halon to DDRV. Send DD-250 and a copy of lab report for each filled cylinder with each shipment and to the COR.	300 days from date of contract award	Send DD-250 and a copy of lab report for each filled cylinder to the Govt Rep via email or common carrier.
L/I 0003	Ship empty/failed purity cylinders properly marked and palletized to DDRV.	Ship cylinders to DDRV. Send DD-250 with each shipment and to the COR.	300 days from date of contract award	Send DD-250 to the Govt Rep via email or common carrier.

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TABLE 2: PERFORMANCE REQUIREMENTS

Table 2 identifies the performance requirements resulting from the tasks defined in Section 2.3.

<u>REF</u>	<u>TASK</u>	<u>PERFORMANC E STANDARDS</u>	<u>ACCEPTABL E QUALITY LEVEL</u>	<u>SURVEILLANC E METHODS</u>	<u>INCENTIVES</u>
L/I 0001	Pick up fire extinguishers/cylinders and perform weighing, recovering, sampling, testing and reporting.	100% of Excel spreadsheets (Attch. 1) and cylinder test reports delivered on time with correct data	95% of Excel spreadsheets (Attch. 1) and cylinder test reports delivered on time with correct data	100% Inspection by the Govt Rep	Performance results will be reflected in the contractor's past performance history. Monetary consideration may be required for delivery extensions.
L/I 0002	Perform Halon reclamation, refurbish and requalification of cylinders, fill, test, mark, and ship cylinders to DDRV. Send lab report for each filled cylinder.	100% of delivered cylinders must meet all specified contract requirements with lab reports delivered on time	100% of delivered cylinders must meet all specified contract requirements with lab reports delivered on time	100% Inspection by DDRV receiving personnel and Govt Rep	Performance results will be reflected in the contractor's past performance history. Contractor will be required to remedy all non conforming cylinders at his expense before payment is authorized. Monetary consideration may be required for delivery extensions or recovery of product from leaking cylinders.
L/I 0003	Ship empty/failed purity cylinders properly marked and palletized to DDRV.	100% of delivered cylinders must meet all specified contract requirements and be delivered on time	100% of delivered cylinders must meet all specified contract requirements and be delivered on time	100% Inspection by DDRV receiving personnel and COR	Performance results will be reflected in the contractor's past performance history. Contractor will be required to remedy all non conforming cylinders at his expense before payment is authorized. Monetary consideration may be required for delivery extensions.

2.4.5 Contractor Quality Control Plan (QCP)

The Contractor shall submit a Quality Control Plan within 14 business days of contract award. This plan shall describe the Contractor's methodology for compliance with the Deliverables and Performance Requirements Summary above. The Government Representative will notify the Contractor of concurrence or Required modifications to the QCP within 10 business days of receipt. The Contractor shall make appropriate modifications within 5 business days of the Government Representative's notification and provide a revised QCP within 5 business days.

2.5 PERSONNEL AND RELATED REQUIREMENTS

2.5.1 Contract Oversight Personnel

The Contractor shall designate a contract oversight personnel who shall have authority to act as the principle point of contact with the Contracting Officer, and have authority to act on the Contractor's behalf in all contract performance matters.

2.6 TRAVEL

Not Applicable

2.7 PLACE OF PERFORMANCE

Primary place of performance will be the contractor facility.

2.8 PERIOD OF PERFORMANCE

The period of performance shall be for a base period of twelve (12) months from date of award, plus four (4) 12-month option periods (if exercised). It is anticipated this contract will be awarded on or about **September 1, 2014**.

The Government reserves the right to extend the term of this contract in accordance with the terms and conditions contained in clause 52.217-9 entitled, "Option to Extend the Term of the Contract." The quality of performance shall be used as a factor in determining whether option periods will be exercised. The Government's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract until funds are made available to the contracting officer for performance and until the Contractor received notice of availability, to be confirmed in writing for the contracting office.

2.9 OTHER PERFORMANCE REQUIREMENTS

2.9.1 PRIVACY ACT REQUIREMENTS

Performance of this PWS may require the Contractor (or its subcontractors) to access data and information proprietary to the Government agency or of such a nature that its dissemination or use, other than in performance of this PWS would be adverse to the interest of the Government or

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others. The Contractor shall not divulge or release data or information developed or obtained in performance of this PWS except to authorize Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as required in the performance of this PWS. The limitations above do not apply to data or information, which has been made public by the Government. Further, this provision does not preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor.

Contract personnel visiting any Government facility in conjunction with this delivery order shall be subject to the Standards of Conduct applicable to Government employees. Site-specific regulations regarding access to classified or sensitive materials, computer facility access, issue of security badges, etc., will be provided as required.

All products produced and their associated work papers are to be considered the property of the DLA.

2.9.2 DATA USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION

The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. The Contractor shall provide information only to employees, Contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

If public information is provided to the contractor for use in performance or administration of this effort, the contractor except with the written permission of the Contracting Officer may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor shall consult with the Government Representative regarding use of that information for other purposes.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each offeror or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the CO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired

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by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the Contractor.

All data received, processed, evaluated, loaded, and/or created as a result of this delivery order shall remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

2.9.3 Non-Personal Services

This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract requirements.

2.10. INVOICING.

The requirements of a proper invoice are subject to FAR 52.232-25 Prompt Payment.

WAWF Invoicing

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow (WAWF). Hard copy invoices cannot be accepted.

The contractor's failure to include the necessary information will result in invoices being rejected.

(b) Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Maximum size limit of each attachment is 2 Megabytes (MB). Total size limit for all files is 5MB.

(c) The following WAWF invoice routing table is provided:

WAWF Invoice Type	Invoice 2-in-1
Contract Number	TBD
Issuing Office DODAAC	SP4703
Admin Office DODAAC	SP4703
Inspector DODAAC	N/A
Service Acceptor DODAAC	SC0419
Ship to /Extension	Leave Blank
DCAA Office DODAAC	N/A
Paying Office DODAAC	SL4701

(d) After clicking the "submit" button, a Notice of Successful/Unsuccessful Submission will appear. This screen contains a "Send More E-Mail Notifications" button. Click on this button and add the email

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addresses for the Government Representative and others as desired. Notification shall be provided for each invoice submitted.

WAWF Tools and Help.

(a) The contractor may have their CAGE code activated (required only first time) in WAWF by calling 866-618-5988. Once activated, the contractor should self-register at the web site <https://wawf.eb.mil>.

(b) Contractor training is available at: <http://www.wawftraining.com>. Additional support can be obtained by calling the DISA Ogden Help Desk at 1-866-618-5988 or e-mailing to cscassig@ogden.disa.mil.

(c) WAWF Contractor “Quick Reference” Guides are located at: https://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/contractor_information.

Invoice Status.

The contractor may check on the status of their invoice(s) by registering for MyInvoice at <https://myinvoice.csd.disa.mil/> or contacting DFAS at (800)756-4571.

3.0 SUBMISSION REQUIREMENTS

3.1 Proposal Requirements

3.1.1 General Information

The proposal response will include a written portion to support evaluation of technical capability. This section specifies the format and content that contractors shall use for proposals responding to this solicitation. It is required that contractors respond in accordance with these instructions. The goal is not to restrict contractors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. In order to receive full consideration, contractors are encouraged to ensure that the information provided within their proposal is factual, accurate and complete.

Each contractor shall submit a proposal that clearly and concisely describes and defines the contractor's response to the objectives/requirements contained in the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. **Please DO NOT use binders, spiral binding materials, presentation folders, plastic or fancy divider tabs, etc... Plain coversheet and binder clip each technical and price will be suffice.**

The proposal shall contain all the pertinent information in sufficient detail in the area of the proposal where it contributes most critically to the discussion of the same information in the solicitation. When necessary, the contractor shall refer to the initial discussion and identify its location within the proposal. Contractors should also identify risks inherent in their proposal, techniques used to mitigate those risks, and where such techniques were successfully employed in other contracts.

If a contractor does not understand the instructions contained herein, then written notification should be provided to the Contracting Officer for clarification sufficiently in advance of the deadline for receipt of proposals to get an answer in time to meet the deadline. The Government will publish the questions asked and the answers given, and make distribution to all prospective contractors.

Contractors who take exception to the provisions, terms and conditions, or any other aspect, of this request, may provide for such exceptions in **Section 3.2** (refer to Executive Summary – Contractor Qualifications). Alternate proposals are not authorized. Objections to any terms and conditions of the solicitation may make the proposals unacceptable. A contractor may correct a deficiency only through discussions.

The Government will process late submissions of proposals in accordance with FAR 52.215-1. If a proposal is received late and is not eligible for consideration in accordance with FAR 52.215-1 and Alternate I, then the Government will reject that proposal without evaluation.

3.1.2 Proposal Volumes

Contractors are required to submit their proposals in separate volumes as indicated below. **There shall be no reference to pricing included as part of the Non-Price proposal information, nor shall pricing detail or summary be included in transmittal letters.**

NOTICE TO CONTRACTORS: In accordance with FAR 3.104-4, it is required that your company to mark any material that may be source selection information as described at paragraph (10) of the “source selection information” definition in FAR 2.101 to include the cover page and each that may contain source selection information with the legend “Source Selection Information – See FAR 2.101 and 3.104.”

Proposals submitted shall be contained in two separate volumes with tabs separating chapters in the required number of copies as follows:

Volume I: Non-Price Proposal – 1 original copy and 3 hard copies

Factor 1: Technical / Risk

Sub-factor A: Management Approach and Capabilities

Sub-factor B: Technical Approach

Factor 2: Past Performance / Performance Confidence Assessment

Aspect One: Relevancy of Prior Contracts

Aspect Two: Quality of Historical Projects

Volume II: Price Proposal – 1 original copy plus an electronic copy

Factor 3: Price.

Each volume shall contain the following items in addition to the non-price and price proposal data required by the solicitation:

Cover Sheet:

The cover should indicate the following:

Solicitation Number

Title of the proposal

Proposal volume

CAGE Code & DUNS Number

Name and address of contractor

Name and phone number of a principal point of contact

Table of Contents:

The table of contents shall provide sufficient detail as to allow the important elements to be easily located.

Note: the Cover Page and Table of Contents are not included in page counts with respect to page limitations (see section 3.1.3).

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3.1.3 Written Response

The solicitation's written proposal must be organized according to the following format, within the page limitations indicated, and include chapters for each of the following:

Volume	Chapter	Page Limit*	Format**
I. Signed Contractor Cover Letter and Executive Summary	(Precedes Vol.Ch. 1.)	N/A	PDF/Word
I. Non-Price Proposal	Factor 1: Technical / Risk		
	Sub-Factor A: Management Approach and Capabilities	25	PDF/Word
	Sub- Factor B: Technical Approach	10	PDF/Word
	Factor 2: Past Performance/ Performance Confidence Assessment	No Limit	PDF/Word
	Aspect One: Relevancy of Prior Contracts		
	Aspect Two: Quality of Historical Projects		
II. Price	Factor 3: Price Proposal	No Limit	Excel

At a minimum, each chapter should address all information contained in Sections 3.3 and 3.4.

The contractor is responsible for providing adequate documentation to enable a thorough evaluation of the proposal.

All spreadsheet information should be on functional EXCEL spreadsheet(s) (e.g. Total Column utilizes equation that sums appropriate lower level items). **Please use ROUND formula for rates/total calculation.**

3.1.4 Proposal Content

It is required that contractors follow the proposal instructions stated in **Sections 3.1 through 3.5** and comply with the page specifications identified in **Section 3.1.3** (Written Response) of this document.

Note: Pages exceeding the respective page limitations will not be considered part of the proposal. Font size must be no lower than 11.

3.2 SIGN CONTRACTOR COVER LETTER AND EXECUTIVE SUMMARY

3.2.1 Signed Copy of Contractor Cover Letter. The contractor shall include a signed copy of the solicitation's cover letter on company letterhead as part of the proposal submission. The cover letter must contain a statement committing the Contractor's firm to the proposal and stating its validity for a period of at least **120 days**. The letter should also include the name, title, phone number and e-mail address for the persons authorized to negotiate with the Government in connection with the proposal. The letter must be signed by a responsible officer or partner/principal of the firm that is authorized to bind the organization contractually. The letter must also contain a statement that the proposal meets the specifications of each sub-section of the solicitation.

3.2.2 Executive Summary Of The Contractor's Proposal. This summary will not be evaluated but will be used to gain an understanding of the overall proposal contents. It should identify and highlight significant features of the proposal and include the salient points contained in the proposal.

The following format should be followed in developing the summary:

1. General Information (see Note 1)
2. An overview of Technical Capability
3. Solicitation Qualifications (see Note 2)

(Note 1): The General Information section of the Executive summary should include the following information:

- a) Company name and address,
- b) CAGE code
- c) Solicitation Number

(Note 2): Solicitation qualifications are proposed deviations from the requirements contained in the Request for Quotation and resultant task order terms and conditions.

Qualifications where a contractor states it will not comply with one or more of these requirements may cause proposals be considered unacceptable. Therefore, firms must address such qualifications and provide a detailed description of any form of exceptions, deviations or waivers, and indicate the firm's difficulty with the applicable requirement in addition to the firm's proposed approach.

3.3. VOLUME I – NON-PRICE PROPOSAL

3.3.1 Factor 1: Technical / Risk:

Combined Technical / Risk Ratings, includes consideration of risk in conjunction with the strengths, weaknesses and deficiencies in determining technical ratings. The two sub-factors affecting a contractor's ability to meet the solicitation requirements are Management Approach and Capabilities (sub-factor A) and Technical Approach (sub-factor B). The Evaluation Team shall evaluate the contractor's proposal against the minimum performance or capability requirements established by the solicitation assessing the strengths, weaknesses, deficiencies and associated risks.

3.3.1.1 Sub-Factor A: Management Approach and Capabilities (Volume I)

This sub-factor is designed as an overview of the Contractor's approach and their team partner's approach (as applicable) to project management. Describe in detail your Management Approach

and Capabilities which shall include the information requested in Section 4.2.1.1., items a. through e. Contractor must provide evidence demonstrating that the organization has current capabilities for assuring performance of the requirement, including those of teaming partners and/or sub-Contractors. Also, include the roles and responsibilities of the team lead as well as team partners, if applicable.

3.3.1.2. Sub-Factor B: Technical Approach (Volume 1)

Describe in detail your approach to research, analyze and develop the specified deliverables and perform each specific tasking in the PWS.

3.3.2 Factor 2: Past Performance / Performance Confidence Assessment (Volume 1)

Identify your company's past performance within the past five years (from the date of this solicitation). Contractors should relate their Past Performance to the requirements of this solicitation. The contractor shall provide information that demonstrates the relevancy and quality of prior contracts to the requirements of this solicitation, as well as to their proposed approach. The contractor should note that the Government might seek additional past performance information from other sources known to the Government to assist in its evaluation. The past performance evaluation results in a performance confidence assessment rating of the contractor's probability of meeting the solicitation requirements derived at by considering each contractor's demonstrated recent and relevant record of performance and how well the contractor performed on the contracts. The Past Performance assessment is based on two aspects; Relevancy and Quality. In rating past performance and deriving a performance confidence assessment rating, the following will be considered:

3.3.2.1 The Contractor shall identify:

Aspect One: Relevancy of Prior Contracts

The organization's specific past performance on prior similar efforts specified within this PWS. **Contractors will demonstrate this element via their written proposal.** Include the identification of customer and point of contact to include current phone number, email address, the contract number and period of performance. Ensure that the points of contacts for those contracts are current and that the phone numbers and email addresses are correct and current. This source of Past Performance information will be provided in the contractor's written proposal. The first aspect is to evaluate the contractor's past performance to determine how relevant a recent effort accomplished by the contractor is to the effort to be acquired. In establishing what is relevant for the acquisition, consideration should be given to those aspects of a contractor's contract history that would give the greatest ability to measure whether the contractor will satisfy the current procurement. Common aspects of relevancy include similarity of service/support, complexity, dollar value, contract type and degree of subcontract/teaming. A Relevancy rating will be assigned. The more relevant past performance will be a stronger predictor of future success and have more influence on the performance confidence assessment than past performance of lesser relevance.

Aspect Two: Quality of Historical Projects

The second aspect is to determine how well the contractor performed on the contracts. The organization's history of successful completion of projects; history of producing high-quality

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reports and deliverables; and history of staying on schedule and within budget. Contractors will demonstrate this element in their written proposal. Information received from the Past Performance Questionnaires will also be utilized for this element. The past performance evaluation process gathers information from customers on how well the contractor performed those past contracts and includes history of successful completion of projects; history of producing high-quality reports and deliverables; commitment to customer satisfaction and history of staying on schedule and within budget.

3.3.2.2. Past Performance Questionnaire.

Past Performance Questionnaire is attached to this solicitation. Contractors should send copies to previous customers in order to document past performance. The questionnaire should be completed by the contractor's customers and emailed or faxed directly by those customers to the following address:

EMAIL: Heesun.redmond@dla.mil
FAX: 804-279-2921

3.4. VOLUME II - PRICE PROPOSAL

3.4.1 Factor 3: Pricing Instructions:

Contractors are required to submit price proposals in accordance with this section. Government will provide a Schedule B on functional EXCEL spreadsheet (attached). Contractor is to fill in the cells/columns according to the instruction provided on the spreadsheet. Additional pricing information may be provided separately as necessary. The Contractor is responsible for providing adequate documentation to enable a thorough evaluation of the proposal.

4.0 EVALUATION CRITERIA

4.1 BASIS FOR AWARD

The award shall be made to the responsible firm whose proposal is determined to be the best value to the Government, technical factors, past performance and prices considered. The Government's objective is to obtain the highest quality services considered necessary to achieve the stated objectives of this acquisition, with reasonable prices. Awards will be made on the basis of tradeoff source selection process. **Non-price factors, when combined, are significantly more important than price.** Firms are advised that a proposal meeting the objectives and requirements with the lowest price may not necessarily be selected if award to a higher priced proposal is determined to be most advantageous to the Government. However, between proposals evaluated as essentially technically equal, price will become the major consideration in selecting the best value. In the event of a single responsive proposal, the Government reserves the right to utilize a Technically Acceptable evaluation in lieu of the official Source Selection process.

The proposal must demonstrate to the Government's satisfaction that the contractor will provide a solution and approach that will ensure the successful accomplishment of each stated requirement in Sections 2.3 and 2.4. The Government will evaluate the submissions on the basis of the material presented in the written proposals, including any proposed alternative performance standards and percentage disincentives. Note: the Government may use information other than that provided by the contractor in its proposal, including past performance information. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate.

4.2 EVALUATION FACTORS AND SUB-FACTORS

The factors in the award decision will cover Non-Price and Price. The Non-Price Factors: Technical / Risk (factor 1) and Past Performance / Performance Confidence Assessment (factor 2) are equally important. The sub-factors supporting the evaluation of factor 1 are also equally important.

Factor 1: Technical / Risk

Sub-factor A: Management Approach and Capabilities

Sub-factor B: Technical Approach

Factor 2: Past Performance / Performance Confidence Assessment

Aspect One: Relevancy of Prior Contracts

Aspect Two: Quality of Historical Projects

Factor 3: Price

4.2.1 Factor 1: Technical / Risk:

4.2.1.1 Sub-factor A: Management Approach and Capabilities

In evaluation of this factor, proposals will be evaluated to ensure:

- a. Contractor's understanding of the work, as evidenced by proposed plan for overall implementation and execution of project (Note: specific explanations relating to each discrete task shall be addressed under Factor 2.)

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- b. Current corporate capability to perform contract, including relevant corporate experience (Note: Specific examples of previous contracts shall be provided under Factor 2).
- c. Evidence of a process for insuring quality and timeliness of deliverables
- d. Evidence of reach-back capability, including subcontractors, consultants and business partners
- e. Evidence of turn-over rate and ability to rapidly hire and train personnel in a dynamic environment with changing workloads

4.2.1.2 Sub-factor B: Technical Approach

In evaluation of this factor, proposals will be evaluated to ensure:

Contractor's technical approach demonstrates an understanding of the PWS requirements by addressing each specific task. Contractors are to include a discussion of methods and techniques for completing each discrete task and addressing potential problem areas to include solutions, new processes or, if applicable, new technologies.

Contractors shall submit the following descriptive technically acceptable information at a minimum: a description of the contractor's equipment, facilities, technical skills, EPA certifications for Halon processing equipment and personnel, applicable DOT RIN number to re-qualify Halon cylinders, number of people, mix of skills, and corresponding skill levels that the contractor is prepared to utilize in performance of this contract, resumes for all proposed personnel, highlighting any individual's experience performing the same or similar tasks as those identified in the statement of work.

4.2.2 FACTOR 2: Past Performance / Performance Confidence Assessment

Past Performance information will be provided by the contractors to show their relevancy of prior tasks and to determine the quality of their relevant past performance, in order to assign a performance confidence assessment rating. Evaluation will investigate information furnished by the contractor to ensure they have consistently demonstrated a commitment to administration, customer satisfaction, timely delivery, and quality goods and services in prior contracts of similar scope and complexity.

Relevant past performance includes experience (within the past 5 years) performing reclamation of Halon 1211 or Halon 1301 for substantially similar quantities to this requirement to include the refurbishment and re-qualification of cylinders used for packaging of the reclaimed Halon 1211 or Halon 1301. Information provided is subject to verification by the Government during the evaluation. Offerors shall identify current phone numbers for all Government and commercial points of contact. The Government reserves the right to contact the Government or commercial points of contact, project officials, and any other persons who have been involved with any of the contracts identified by the contractor or other contracts performed by the contractor, for the purpose of verifying the information concerning the contractor's past performance and to obtain additional information. For each project or contract, provide the following:

- a. The length of experience;

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- b. Dollar value of the contract/project;
- c. Identify the customer;
- d. A brief description of the scope of the contract to include a description of the type and quantity of Halon that was reclaimed and the quantity of cylinders that was refurbished and re-qualified and the contractor's performance record in performance of these contracts.

Note: Past Performance History with the Defense Logistics Agency (DLA) as it relates to Halon reclamation experience is preferred over past performance history external to DLA.

The past performance evaluation results in a performance confidence assessment rating of the contractor's probability of meeting the solicitation requirements, derived at by considering each contractor's demonstrated recent and relevant record of performance and how well the contractor performed on the contracts.

The Past Performance assessment is based on two aspects; Relevancy and Quality. In rating past performance and deriving a performance confidence assessment rating, the following will be considered:

Aspect One: Relevancy of Prior Contracts

The organization's relevant past performance on prior efforts specified within this PWS. **Contractors will demonstrate this element via their written proposal.** This aspect is to evaluate the contractor's past performance to determine how relevant a recent effort accomplished by the contractor is to the effort to be acquired. In establishing what is relevant for the acquisition, consideration will be given to those aspects of a contractor's contract history that would give the greatest ability to measure whether the contractor will satisfy the current procurement. Common aspects of relevancy include similarity of service/support, complexity, dollar value, contract type and degree of subcontract/teaming. A Relevancy rating will be assigned. The more relevant past performance will be a stronger predictor of future success and have more influence on the performance confidence assessment than past performance of lesser relevance.

Aspect Two: Quality of Historical Projects

The second aspect is to determine how well the contractor performed on the contracts. The past performance evaluation process gathers information from the contractor's proposal on how well the contractor performed those past contracts and includes history of successful completion of projects; history of producing high-quality reports and deliverables; commitment to customer satisfaction and history of staying on schedule and within budget. Information received from the **Past Performance Questionnaires** will also be utilized for this element. A Quality rating will be assigned.

NOTE: Evaluation will be based on results from information provided in accordance with Past Performance Questionnaires described in Section 3. Submission of Requirements; as well as the Government's independent contact with contractor's prior customers and any other relevant past experience. If the Government's information conflicts with assertions made in the contractor's proposal, the contractor will be asked to clarify this information. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate.

Past performance information will be reviewed and assessed to determine its relevancy and quality in order to assign a performance confidence assessment rating.

4.2.3 FACTOR 3: Price

The contractor's price proposal will be evaluated to ensure completeness and reasonableness. Contractor must provide a price breakdown as listed in Schedule B (attached).

The government might find it necessary to exercise FAR clause 52.217-8 "Option to Extend Services" at some point in this contract. At minimum, pricing for this clause will be evaluated in every offer prior to award as part of the pricing provided for the base year and any relevant "Option to Extend Term of the Contract" period of performance per FAR 52.217-9. Should the "Option to Extend Services" clause be exercised, pricing will follow past practices and be set at the then current rates being utilized in the contract, prorated to the Extended Services performance periods being utilized. For example, should this clause be exercised for a two month performance period to follow the option year one performance period of the contract, then the pricing would be set for two months at option year one pricing, barring the operation of other law.

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5.0 CONTRACT CLAUSES

The following clauses are incorporated into this RFP:

The following clauses are incorporated by reference for this requirement. For full text of the clauses, go to <https://www.acquisition.gov/FAR/loadmainre.html> or <http://farsite.hill.af.mil/vffar1.htm>.

52.212-01	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS: Disregard references to the SF1449 in this provision; other instructions still apply.
52.212-02	EVALUATION -- COMMERCIAL ITEMS: The following evaluation criteria are included in paragraph (a) of that provision: The contracting officer will make award based on price and requirement stated in the Statement of Work/Performance Work Statement. Non Price Factors: Technical and Past Performance
52.212-03	OFFEROR REP AND CERTS -- COMMERCIAL ITEMS
52.212-03	OFFEROR REP AND CERTS -- COMMERCIAL ITEMS ALT I
52.212-04	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS
52.212-05	CONTRACT T/C REQ TO IMP STAT OR EOS -- COMM ITEMS

Additional FAR Clauses to 52.212-5

52.222-50	Combating Trafficking in Persons (FEB 2009)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
52.204-10	Reporting Exec. Compensation and First-Tier Subcontract Awards (Feb 2012)
52.209-10	Prohibition on Contracting with Inverted Domestic Corp (May 2012)
52.219-6	Notice of Total Small Business Set-Aside (Nov 2011)
52.219-8	Utilization of Small Business Concerns (Jan 2011)
52.219-14	Limitations on Subcontracting (Nov 2011)
52.219-28	Post Award Small Business Program Representation (Apr 2009)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Jul 2010)

52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Veterans (Sep 2010)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37	Employment Reports on Veterans (Sep 2010)

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52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-54	Employment Eligibility Verification (Jan 2009)
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.222-41	Service Contract Act of 1965 (Nov 2007)
52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)
52.222-44	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007)
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009)

Additional Clauses to DFARS 252.212-7001

252.212-7001	CONT T/C REQ TO IMP STAT OR EXEC ORD APP TO ACQ OF COMM ITMS
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7003	Agency Office of the Inspector General (Apr 2012)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.227-7013	Rights in Technical Data –Noncommercial Items (Mar 2012)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2012)
252.227-7015	Technical Data – Commercial Items (Dec 2011)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 2011)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (Mar 2008)
252.243-7002	Requests for Equitable Adjustment (Mar 1998)

252.212-7000	Offeror Representations and Certifications – Commercial Items (Jun 2005)
52.203-3	Gratuities (Apr 1984)
52.227-14	Rights in Data – General (Dec 2007)
52.227-14	Rights in Data – General (Dec 2007) ALT II

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52.212-9000	CHANGES MILITARY READINESS (Nov 2011)
52.246-04	INSPECTION OF SERVICES – FP (Aug 1996)
52.246-9007	INSPECTION AND ACCEPTANCE AT DESTINATION
52.211-17	DELIVERY OF EXCESS QUANTITIES
52.242-14	Suspension of Work (Apr 1984)
52.242-15	STOP-WORK ORDER (Aug 1989)
52.242-17	GOVERNMENT DELAY OF WORK
52.237-9002	Key Personnel – Fixed Price Service Contracts (Apr 2008)
52.246-9039	REMOVAL OF GOVT ID FROM NON-ACCEPTED SUPPLIES (Nov 2011)
252.201-7000	Contracting Officer's Representative (Dec 1991)
52.202-1	Definitions (Jan 2012)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7002	REQT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Jan 2009)
52.204-02	SECURITY REQUIREMENTS
52.204-07	CENTRAL CONTRACT REGISTRATION (Feb 2012)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Jan 2011)

252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
252.204-7004	ALTERNATE A (52.204-7 REQUIRED CCR) (Sep 2001)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
252.204-7008	Export Controlled Items (Apr 2010)
52.204-9003	CONTRACTOR SECURITY REQUIREMENTS
52.204-9000	CONTRACTOR PERSONNEL SECURITY (Mar 2012)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporation (May 2012)
52.209-9014	VEHICLE REGISTRATION AND OPERATIONS (Jul 2008)
52.216-18 (see full text attached)	Ordering (Oct 1995)
52.216-19 (see full text attached)	Order Limitations (Oct 1995)
52.216-22 (see full text attached)	Indefinite Quantity (Oct 1995)
52.217-5	Evaluation of Options (July 1990)

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(see full text attached)	
52.217-8 (see full text attached)	Option to Extend Services (Nov 1999)
52.217-9 (see full text attached)	Option to Extend the Term of the Contract (Mar 2000)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION, ALT I
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION, ALT II
52.227-1	Authorization and Consent (Dec 2007)
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Mar 2011)
252.227-7030	Technical Data--Withholding of Payment (Mar 2000)
52.242-13	Bankruptcy (Jul 1995)
52.243-01	Changes – Fixed Price Alt I (Aug 1987)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Sep 2011)
52.246-20	Warranty of Services (May 2001)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-4	Termination for Convenience of the Government (Services) (Apr 1984)
52.239-9000	Y2K COMPLIANCE NOTICE
52.249-9000	Administrative Costs of Reprocurement after Default (May 1988)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES
52.252-1	Solicitation Provisions Incorporated by Reference (Feb 1998)
52.252-02	CLAUSES INCORPORATED BY REFERENCE
52.252-06	AUTHORIZED DEVIATIONS IN CLAUSES
52.215-05	FACSIMILE PROPOSALS
52.216-01	TYPE OF CONTRACT: FFP
52.233-9000	AGENCY PROTESTS
52.245-1	GOVERNMENT PROPERTY

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52.204-8	Annual Representations and Certifications (May 2012) NAICS code 325120; Small business size standard \$1000 Emp.
52.233-2	Service of Protest (Sep 2006) Designated is contracting officer
52.243-1 & ALT II	Changes – Fixed Price

Clauses in full text:

52.216-18 Ordering.

ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Effective Date of Award Through: One Year After Effective Date of Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations.

ORDER LIMITATIONS (OCT 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$647,057.60;

(2) Any order for a combination of items in excess of \$3,435,256.60; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor’s intent not

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to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity.

INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; ***provided***, that the Contractor shall not be required to make any deliveries under this contract after one year after date of award.

(End of clause)

52.217-5 Evaluation of Options.

EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR [17.206](#)(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 Option to Extend Services.

As prescribed in [17.208](#)(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208](#)(g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (months).